

COUNTY OF YOLO

Subgrant Signature Sheet

Title II-D

Agreement/
Subgrant No. 79-109

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Yolo County Housing Authority

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Housing Authority hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

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Program

APR - 3 1979

Yolo County Housing Authority
Address

APR - 3 1979

PETER McNAMEE, Clerk

P. O. Box 57
City

PETER McNAMEE, Clerk

By Keele Dugdale
Deputy

Woodland, CA 95695
Program Director

By Deputy

Phone

662-5428

D. ROSS PARKER EXECUTIVE DIRECTOR

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County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979

The term of the SUBGRANT shall end on September 30, 1979

The total amount of the SUBGRANT is \$10,812

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

D. Ross Parker
Name and Title
D. ROSS PARKER

Date

Betsy A. Marchand
Name and Title
BETSY A. MARCHAND

Date

EXECUTIVE DIRECTOR

Chairman, Board of Supervisors
County of Yolo, State of California

MAR 28 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 30th day of March,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Yolo County
6 Housing Authority hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

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8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
15 (a) Compliance with plans and assurances.
16 (b) Compliance with Part 98 of the Regulations.
17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
- (f) Making maximum efforts to achieve the provisions of the plan.

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2. The Yolo County Housing Authority is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) CETA Operating Budget
- (e) Position Listing
- (f) Special Conditions
- (g) Program Operations Handbook
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

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The term of this SUBGRANT shall begin March 30, 1979 and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 10,812, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government, Micro Fiched
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.
26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

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13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

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15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

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11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

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7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully appli

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.
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1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiche
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

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12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.

- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fished
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fished

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)). Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

1 SPONSOR shall receive a statement from the chief Fiscal
2 Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring
3 PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE
4 handling funds receive from PRIME SPONSOR for disbursement
5 under this agreement are covered by a fidelity bond in an
6 amount and manner consistent with the coverage deemed
7 necessary by PRIME SPONSOR. If the bond is cancelled or
8 reduced, the SUBGRANTEE shall immediately notify the PRIME
9 SPONSOR. In that event the PRIME SPONSOR shall not make any
10 further disbursements to SUBGRANTEE until it is assured that
11 the coverage initially approved by PRIME SPONSOR has been
12 reinstated.

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13 29. Insurance

14 SUBGRANTEE shall maintain an insurance plan for general
15 liability, as prescribed by PRIME SPONSOR.

16 30. Entire Agreement Modifications

17 This agreement constitutes the entire agreement between the
18 parties hereto for services furnished pursuant to this
19 agreement. This agreement may be modified, altered, or
20 revised only upon the written consent of both parties hereto.

21 31. Notices

22 All notices to be given SUBGRANTEE may be given by deposit
23 in the United States mail, postage prepaid, addressed to
24 SUBGRANTEE at the address set forth on the Signature Sheet.
25 WHEREFORE, the parties have executed this SUBGRANT

26 No. 79-109.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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YOLO COUNTY HOUSING AUTHORITY
(Legal Name of SUBGRANTEE)

[Signature]
(Signature of Authorized Officer)

3/30 1979

EXECUTIVE DIRECTOR
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its EIA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Job and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 36, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Program

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-53).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

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D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

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It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

B. L. C. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

YOLO COUNTY HOUSING AUTHORITY

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(Legal Name of Subgrantee)

[Signature]
(Signature of Authorized Officer)

EXECUTIVE DIRECTOR

(Title of Authorized Officer)

3/30 1979

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person: D. ROSS PARKER

EXECUTIVE DIRECTOR

Yolo County Housing Authority

Phone _____

Contract No. _____

P. O. Box 57

Period: From _____

To _____

Woodland, CA 95695

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			84					84
APR.			1,788					1,788
MAY			1,788					1,788
JUNE			1,788					1,788
JULY			1,788					1,788
AUG.			1,788					1,788
SEPT.			1,788					1,788
TOTAL			10,812					10,812

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MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			66	18			84
APR.			1,408	380			1,788
MAY			1,408	380			1,788
JUNE			1,408	380			1,788
JULY			1,408	380			1,788
AUG.			1,408	380			1,788
SEPT.			1,408	380			1,788
TOTAL			8,514	2,298			10,812

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

D. ROSS PARKER EXECUTIVE DIRECTOR

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

3-27-79
Date

Signature

Date

Principal Administrative Analyst

Date

POSITION LISTING

TITLE IID

YOLO COUNTY HOUSING AUTHORITY

	<u>POSITION</u>	<u>SALARY</u> <u>3-30-79 to</u>	<u>BENEFITS</u> <u>9-30-79</u>	<u>TOTAL</u>
One	Administrative Assistant	\$4,257	\$1,149	\$ 5,406
One	Administrative Clerk I	<u>4,257</u>	<u>1,149</u>	<u>5,406</u>
	Total	<u>\$8,514</u>	<u>\$2,298</u>	<u>\$10,812</u>

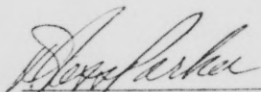
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SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

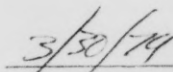
1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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EXECUTIVE DIRECTOR

SUBGRANTEE Authorized Signature and Title



Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices. Micro Fiched
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include. **Micro Fiched**
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

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Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when: Micro Fiched
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure. Micro Fished
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint
 - a. Complaints shall be filed with the filing officer designated by the agency.
 - b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
 - c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member. Micro Fished
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

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- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
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- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

- k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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- L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

- m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

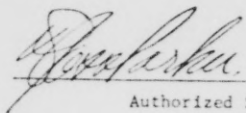
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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

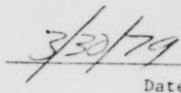
Signature Page

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As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

 EXECUTIVE DIRECTOR

Authorized Signature

_____
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title II-D

Agreement/
Subgrant No. 79-110

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Winters Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and The Winters Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

APR - 3 1979

Winters Fire Protection District

Address

PETER MCNAMEE, Clerk

By Peter McNamee
DEPUTY

10 Abbey Street

City

Phone

Winters, CA 95694

795-4131

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Program Director

Vern Bruhn

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 13, 1979.

The term of the SUBGRANT shall end on March 29, 1979.

The total amount of the SUBGRANT is \$1,050.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Vernon C Bruhn

Betsy A. Marchand

Name and Title

Date

Name and Title

Date

VERNON C BRUHN

BETSY A. MARCHAND

MAR 28 1979

FIRE CHIEF

4/2/79

Chairman, Board of Supervisors
County of Yolo, State of California

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 13th day of March,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Winters Fire
6 Protection District hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

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8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

1 occupational development or upward mobility of every
2 participant (Secs. 101 and 703 (9)).

3 (e) Advising all participants of their rights and responsi-
4 bilities prior to entering the program and granting the
5 opportunity for an informal hearing as provided in §98.26;
6 and

7 (f) Making maximum efforts to achieve the provisions of the
8 plan.

9 2. The Winters Fire Protection District is by virtue
10 of this agreement a SUBGRANTEE of County under CETA, within
11 the jurisdiction of County, and desires to operate a program
12 strictly in accordance with that statute and this SUBGRANT.

13 Agreements

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14 1. Subgrant

15 This SUBGRANT sets forth the terms and conditions of a SUBGRANT
16 between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists
17 of the following:

- 18 (a) This SUBGRANT.
19 (b) Signature Sheet.
20 (c) Assurances and Certification.
21 (d) CETA Operating Budget
22 (e) Position Listing
23 (f) Special Conditions
24 (g) Program Operations Handbook
25 (h)
26 (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin March 13, 1979,
8 and shall end March 29, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

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12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 1,050, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

- 26 (d) It is expressly understood by PRIME SPONSOR and

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1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

- 13 (a) Establishment and Maintenance of Records Micro Fiched

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

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15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

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11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

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11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

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18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fished
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

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12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fished
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

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8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.

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10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

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The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 79-110.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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WINTERS FIRE PROTECTION DIST.
(Legal Name of SUBGRANTEE)

Werner C. Bruhn
(Signature of Authorized Officer)

Apr 2 1979

FIRE CHIEF
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USC 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the EA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (Sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(E)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors micro Fished
County of Yolo, State of California
(Title of Authorized Officer)

WINTERS FIRE PROTECTION DIST.
(Legal Name of Subgrantee)

Apr 2 1979

Norman C. Bruhn
(Signature of Authorized Officer)

FIRE CHIEF
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL☐ REVISION NO. _____DATE March 13, 1979

Subgrantee Name and Address:

Winters Fire Protection District10 Abbey StreetWinters, CA 95694Contact Person Vern BruhnPhone 795-4131

Contract No. _____

Period: From 3-13-79 To 3-29-79Program Name II-D PSE

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MONTH	ACTIVITY							TOTAL
	CT	DJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			1,050					1,050
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			1,050					1,050

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			900	150			1,050
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			900	150			1,050

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

VERNON C. BRUHN
FIRE CHIEF

Name and Title of Authorized Official

For CETA Approval Only:

Jack A. Borden3-27-79
DateVernon C. Bruhn

Signature

Date 3-27-79Shirley L. Smith

Principal Administrative Analyst

Date 3-27-79

POSITION LISTING

TITLE II-D

WINTERS FIRE PROTECTION DISTRICT

<u>POSITION</u>	<u>SALARY</u> 3-13-79 to	<u>BENEFITS</u> 3-29-79	<u>TOTAL</u>
Two Firefighter	\$ 900	\$ 150	\$ 1,050
.6 months at \$750/125			

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SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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Vernon C. Brubaker, Fiscal Chief Apr 2 - 79
SUBGRANTEE Authorized Signature and Title Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

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1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, **Micro Filled** maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

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Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond. Micro Fiched
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint
 - a. Complaints shall be filed with the filing officer designated by the agency.
 - b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
 - c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

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- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries. Micro Fiched

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.
 - (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation. Micro Fiched
 - (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
 - (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
 - (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
 - (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
 - (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees. Micro Fiched
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CEIA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

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As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Vernon C. Butler

Authorized Signature

Apr 2 79

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 79-111

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Yolo County Resource Conservation District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Resource Conservation District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

Yolo County Resource Conservation District

APR 8 - 1979

Address

PETER MCNAMEE, Clerk

Box 135

RECEIVED

By *Betsy A. Marchand*
Deputy

City

Phone

Zamora, CA 95698

APR 8 - 1979

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Program Director

PETER MCNAMEE, Clerk

By _____
Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 13, 1979

The term of the SUBGRANT shall end on March 31, 1979

The total amount of the SUBGRANT is \$345

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

P. Marchand 4-2-79

Betsy A. Marchand

Name and Title

Date

Name and Title

Date

P. Marchand

APR 2 1979

BETSY A. MARCHAND

MAR 28 1979

Chairman, Board of Supervisors
County of Yolo, State of California

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 20th day of March
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Yolo County
6 Resource Conservation District hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

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8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The Yolo County Resource Conservation District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) CETA Operating Budget
- (e) Position Listing
- (f) Special Conditions
- (g) Program Operations Handbook
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin March 20, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

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12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 345, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

- 1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.
7 (3) To the extent permitted by the Federal Government, ^{Micro Fiched}
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.
- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.
- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

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12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.

4 (c) If SUBGRANTEE maintains a pattern of discrimination.

5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.

7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT. Micro Fiched

9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.

21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.

23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.

25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

- 5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any ^{Micro Fished}
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

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12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fished
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched .
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors,
counselors and other staff involved in administrative,
training or service activities.

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26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

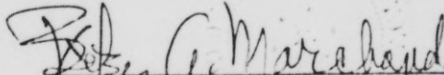
31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 79-111.

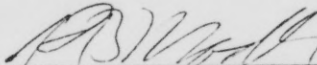
COUNTY OF YOLO, PRIME SPONSOR


(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

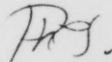
Micro Fiched

(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

APR 2 1979

19


(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals. Micro Fiched

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Micro Fiched

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

APR 2 1979

19

(Legal Name of Subgrantee,

Robert D. Wink
(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95695

CETA TITLE I OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE March 20, 1979

Subgrantee Name and Address:

Contact Person Ken Bigelow

Yolo County Resource Conservation District

Phone 662-2037

Contract No. _____

Box 135

Period: From 3-20-79 To 3-31-79

Zamora, CA 95698

Program Name IID - PSE

Micro Filled

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			\$345					\$ 345
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			\$345					\$ 345

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			\$313	\$32			\$ 345
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			\$313	\$32			\$ 345

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

Date

Signature

Date

Principal Administrative Analyst

Date

POSITION LISTING

Title IID

Yolo County Resources Conservation District

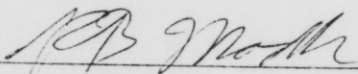
<u>POSITION</u>	<u>SALARY</u> 3-20-79 to	<u>BENEFITS</u> 3-31-79	<u>TOTAL</u>
1 - Soil Conservation Service Technician .4 mo @ \$782/79	<u>\$313</u>	<u>\$32</u>	<u>\$345</u>

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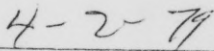
SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant Micro Fiched in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.



SUBGRANTEE Authorized Signature and Title



Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCEITA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

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7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

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1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following: Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

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In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond. Micro Fiched
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, sub-grantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member. Micro Fished
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries. Micro Fiched

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first. Micro Fiches
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing. Micro Fiched
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

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Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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PB Muth

Authorized Signature

4-2-79

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title II-DAgreement/
Subgrant No. 79-112

Grantor (PRIME SPONSOR)

COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Yolo County Young Men's Christian Association

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo County Young Men's Christian Association hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

Yolo County Young Men's Christian Association

APR 3 - 1979

Address

1300 College Street

PETER McNAMEE, Clerk

By Peter McNamee
Deputy

City

Woodland, CA 95695

APR 3 - 1979

Phone

662-1086

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Program Director

PETER McNAMEE, Clerk

By _____
Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979.The term of the SUBGRANT shall end on March 31, 1979.The total amount of the SUBGRANT is \$755.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Thomas D. Sloan

By Signature

Betsy A. Marchand

Name and Title

Date

Thomas D. Sloan
General Director

4/3/79

Name and Title

Date

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

MAR 28 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 1st day of Janaury,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Yolo County
6 Young Men's Christian Association hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

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8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
- (f) Making maximum efforts to achieve the provisions of the plan.

2. The Yolo County Young Men's Christian Association is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) CETA Operating Budget
- (e) Position Listing
- (f)
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 1, 1979, and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 755, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

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- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

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12 All cost shall be supported by , properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

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10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Micro Fiched Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

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12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

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8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

1 SPONSOR shall receive a statement from the chief Fiscal
2 Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring
3 PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE
4 handling funds receive from PRIME SPONSOR for disbursement
5 under this agreement are covered by a fidelity bond in an
6 amount and manner consistent with the coverage deemed
7 necessary by PRIME SPONSOR. If the bond is cancelled or
8 reduced, the SUBGRANTEE shall immediately notify the PRIME
9 SPONSOR. In that event the PRIME SPONSOR shall not make any
10 further disbursements to SUBGRANTEE until it is assured that
11 the coverage initially approved by PRIME SPONSOR has been
12 reinstated.

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13 29. Insurance

14 SUBGRANTEE shall maintain an insurance plan for general
15 liability, as prescribed by PRIME SPONSOR.

16 30. Entire Agreement Modifications

17 This agreement constitutes the entire agreement between the
18 parties hereto for services furnished pursuant to this
19 agreement. This agreement may be modified, altered, or
20 revised only upon the written consent of both parties hereto.

21 31. Notices

22 All notices to be given SUBGRANTEE may be given by deposit
23 in the United States mail, postage prepaid, addressed to
24 SUBGRANTEE at the address set forth on the Signature Sheet.
25 WHEREFORE, the parties have executed this SUBGRANT

26 No. 79-112.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

Yolo County Young Men's Christian Association
(Legal Name of SUBGRANTEE)

Thomas D. Sloan
(Signature of Authorized Officer)

April 3, 1979

General Director
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them. Micro Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)). Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

Yolo County Young Men's Christian Association
(Legal Name of Subgrantee)

April 3, 1979

Thomas D. Sloan
(Signature of Authorized Officer)

General Director
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

Yolo County Young Men's Christian Association

Phone _____ Contract No. _____

1300 College Street

Period: From _____ To _____

Woodland, CA 95695

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			755					
APR.								755
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			755					755

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			660	95			
APR.							755
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			660	95			755

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Thomas D. Sloan General Director
Name and Title of Authorized Official

Thomas D. Sloan 4/3/79
Signature Date

For CETA Approval Only:

Nacha Baur 3-27-79
Accountant Date

Thomas D. Sloan 3-27-79
Principal Administrative Analyst Date

POSITION LISTING

TITLE IID

YOLO COUNTY YOUNG MEN'S CHRISTIAN ASSOCIATION

<u>POSITION</u>	<u>SALARY</u> <u>1-1-79 to</u>	<u>BENEFITS</u> <u>3-31-79</u>	<u>TOTAL</u>
One Assistant Program Director	<u>\$660</u>	<u>\$95</u>	<u>\$755</u>

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SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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Thomas D. Shan, General Director

SUBGRANTEE Authorized Signature and Title

April 3, 1979

Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCEIA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County. Micro Fiched
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

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1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, Micro Fiched maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

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In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies. Micro Fiched
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint
 - a. Complaints shall be filed with the filing officer designated by the agency.
 - b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
 - c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

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3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument. Micro Fiched
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

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- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees. Micro Fiched
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CEIA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCEIA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCEIA in attaining its affirmative action goals in the hiring of participants.

Signature Page

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As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Thomas D Sloan

Authorized Signature

April 3, 1979

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 79-113

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
City of Woodland

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Woodland hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

City of Woodland

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Address

300 First Street

APR 11 1979

City

Woodland, CA 95695

PETER McNAMEE, Clerk

By *Ruth McNamee*
DEPUTY

Phone

662-5416

Program Director

Tom Peterson, City Manager

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is \$13,280.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Tom Peterson 4/5/79

Name and Title

Tom Peterson
City Manager

Date

Betsy A. Marchand

Name and Title

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

Date

MAR 28 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 30th day of March ,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the City of
6 Woodland hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

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- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The City of Woodland Micro Fiched is by virtue

of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Budget Summary
- (f) Special Conditions
- (g) Program Operation Handbook
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin March 30, 1979, Micro Fiched
8 and shall end September 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 13,280, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

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7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

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10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

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11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.

4 (c) If SUBGRANTEE maintains a pattern of discrimination.

5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.

7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT. Micro Fiched

9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.

21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.

23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.

25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

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11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Micro Fiched Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

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12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fished
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

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7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

9 21. Waiver

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10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 79-113.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

CITY OF WOODLAND
(Legal Name of SUBGRANTEE)

Thos. A. Stinson
(Signature of Authorized Officer)

4/5 1979

CITY MANAGER
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)). Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

- 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fighed

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

CITY OF WOODLAND
(Legal Name of Subgrantee)

Thomas A. Peterson
(Signature of Authorized Officer)

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CITY MANAGER
(Title of Authorized Officer)

4/5 1979

POSITION LISTING
Title VI

City of Woodland

<u>POSITION</u>	<u>SALARY</u> 3-30-79 to 9-30-79	<u>BENEFITS</u>	<u>TOTAL</u>
2 - Maintenance Worker	<u>\$10,074</u>	<u>\$3,206</u>	<u>\$13,280</u>

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YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

XX ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

City of Woodland

Contact Person: _____

Phone: _____

Contract No. _____

Period: From _____

To _____

Program Name: _____

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			\$ 104					\$ 104
APR.			2,196					2,196
MAY			2,196					2,196
JUNE			2,196					2,196
JULY			2,196					2,196
AUG.			2,196					2,196
SEPT.			2,196					2,196
TOTAL			\$ 13,280					\$ 13,280

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			\$ 78	\$ 26			\$ 104
APR.			1,666	530			2,196
MAY			1,666	530			2,196
JUNE			1,666	530			2,196
JULY			1,666	530			2,196
AUG.			1,666	530			2,196
SEPT.			1,666	530			2,196
TOTAL			\$ 10,074	\$ 3,206			\$ 13,280

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

THOMAS A. PETERSON

CITY MANAGER

Name and Title of Authorized Official

Thomas A. Peterson

Signature

4/5/79
Date

For CETA Approval Only:

Accountant

3-27-79
Date

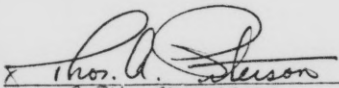
Principal Administrative Analyst

3-27-79
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Micro Fiched Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.



CITY MANAGER
SUBGRANTEE Authorized Signature and Title

4/5/79

Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. CETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations. Micro Fiched
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position, as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall
9. notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them. Micro Fiched
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSD program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following: **Micro Fiched**

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

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 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure. Micro Fiched
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working days following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member. Micro Fiched
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

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k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

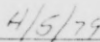
Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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A handwritten signature in cursive script, appearing to read "Mrs. A. Peterson", written over a horizontal line.

Authorized Signature

A handwritten date "4/5/79" written in cursive script over a horizontal line.

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 79-114

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Bryte Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Bryte Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

APR - 4 1979 Micro Fiched

Bryte Fire Protection District

Address

PETER McNAMEE, Clerk

By *Eichi Miyahara*
DEPUTY

1515 Lisbon Street

City

Phone

Bryte, CA 95605

371-1106

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979

The term of the SUBGRANT shall end on September 30, 1979

The total amount of the SUBGRANT is \$12,108

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Fire Chief Bryte Fire Dept.

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

MAR 26 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 30th day of March,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Bryte Fire
6 Protection District hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

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8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
- (f) Making maximum efforts to achieve the provisions of the Micro Fiched plan.

2. The Bryte Fire Protection District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f) Special Conditions
- (g) Program Operations Handbook
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin March 30, 1979,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

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12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 12,108, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

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- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

- 18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

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11 (e) Documentation of Cost

12 All cost shall be supported by ,properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fished
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

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- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiches
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

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8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

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This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 79-114.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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Butte Fire Protection District
(Legal Name of SUBGRANTEE)

J. Richardson
(Signature of Authorized Officer)

March 30 1979

Chief Butte Fire Dept.
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fished

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a) (1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a) (1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c) (1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

- 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- 3) it will include Micro Filmed substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
Micro Fished
(Title of Authorized Officer)

Brute Fire Protection District
(Legal Name of Subgrantee)

March 30 1979

J. Richardson
(Signature of Authorized Officer)

Fire Chief, Brute Fire Dist
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95695

CETA TITLE OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE March 30, 1979

Subgrantee Name and Address:

Contact Person _____

Bryte Fire Protection District

Phone _____

Contract No. _____

1515 Lisbon Street

Period: From _____

To _____

Bryte, CA 95605

Program Name _____

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			48					48
APR.			2,010					2,010
MAY			2,010					2,010
JUNE			2,010					2,010
JULY			2,010					2,010
AUG.			2,010					2,010
SEPT.			2,010					2,010
TOTAL			12,108					12,108

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			36	12			48
APR.			1,600	410			2,010
MAY			1,600	410			2,010
JUNE			1,600	410			2,010
JULY			1,600	410			2,010
AUG.			1,600	410			2,010
SEPT.			1,600	410			2,010
TOTAL			9,636	2,472			12,108

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Fire Chief

Name and Title of Authorized Official

For CETA Approval Only:

Accountant

7-27-79

Date

Signature

Date

Principal Administrative Analyst

Date

POSITION LISTING
TITLE VI
BRYTE FIRE PROTECTION DISTRICT

<u>POSITION</u>	<u>SALARY</u> <u>3-30-79</u>	<u>BENEFITS</u> <u>to 9-30-79</u>	<u>TOTAL</u>
TWO Firefighter Trainee	\$ <u>9,636</u>	\$ <u>2,472</u>	<u>\$12,108</u>

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SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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E. Richardson

SUBGRANTEE Authorized Signature and Title

March 30/79

Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations. Micro Fiched
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among these orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. ^{Micro Fiched} Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond. Micro Fished
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries. *Micro Fished*

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.
 - (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation. Micro Fiched
 - (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
 - (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
 - (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
 - (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
 - (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to
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subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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L. Richardson
Authorized Signature

3/30/79
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VIAgreement/
Subgrant No. 79-115Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
City of Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

FILED

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City of Davis

Address

226 F Street

APR - 3 1979

City

PETER McNAMEE, Clerk

Phone

Davis, CA 95616

By RICKIE MINAHANA
DEPUTY

756-3740

Program Director

Howard Reese

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979.The term of the SUBGRANT shall end on September 30, 1979.The total amount of the SUBGRANT is \$22,880.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

HOWARD REESE
City Manager

Name and Title

Date

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

MAR 28 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 30th day of March
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the City of Davis
6 hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

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- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identi-
19 fied by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The City of Davis Micro Fished
is by virtue

of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Budget Summary
- (f) Special Conditions
- (g) Program Operations Handbook
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

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7 The term of this SUBGRANT shall begin March 30, 1979,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 22,880, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

- 18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT. Micro Fished

11 (e) Documentation of Cost

12 All cost shall be supported by ,roperly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material Micro Fiched respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

11 PRIME SPONSOR may terminate this SUBGRANT ~~Micro-fiche~~ by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

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- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

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- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OME Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

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8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fined
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

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The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

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This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated. Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 79-115.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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City of Davis
(Legal Name of SUBGRANTEE)

Howard P. Rice
(Signature of Authorized Officer)

City Manager
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

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f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans. Micro Fiched (section 104(b) of Emergency Job and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (2')).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

City of Davis
(Legal Name of Subgrantee,

3-31-1979

Howard P. Allen
(Signature of Authorized Officer)

City of Davis
(Title of Authorized Officer)

POSITION LISTING
TITLE VI
CITY OF DAVIS

	<u>POSITION</u>	<u>SALARY</u> 3-30-79 to	<u>BENEFITS</u> 9-30-79	<u>TOTAL</u>
One	Personnel Assistant	\$ 4,632	\$1,088	\$ 5,720
One	Planner I	4,632	1,088	5,720
One	Planner Technician	4,632	1,088	5,720
<u>One</u>	Police Officer Trainee	<u>4,632</u>	<u>1,088</u>	<u>5,720</u>
Four	Total	<u>\$18,528</u>	<u>\$4,352</u>	<u>\$22,880</u>

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YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

City of Davis

226 F Street

Davis, CA 95616

Contact Person _____

Phone _____

Contract No. _____

Period: From _____

To _____

Program Name _____

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MONTH	ACTIVITY							TOTAL
	CT	OUT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			176					176
APR.			3,784					3,784
MAY			3,784					3,784
JUNE			3,784					3,784
JULY			3,784					3,784
AUG.			3,784					3,784
SEPT.			3,784					3,784
TOTAL			22,880					22,880

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			144	32			176
APR.			3,064	720			3,784
MAY			3,064	720			3,784
JUNE			3,064	720			3,784
JULY			3,064	720			3,784
AUG.			3,064	720			3,784
SEPT.			3,064	720			3,784
TOTAL			18,528	4,352			22,880

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Howard L. Rice, City Manager
Name and Title of Authorized Official

Accountant

3-27-79
Date

Howard L. Rice
Signature Date 3-30-79

Principal Administrative Analyst
Signature Date 3-27-79

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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Howard P. Rios, City Manager

SUBGRANTEE Authorized Signature and Title

3-20-79

Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CEIA FTE positions should be directed to the Yolo County Employment and Training Administration. CEITA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices. Micro Fiched
4. Eligibility of applicants for CEIA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CEIA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the followings:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Micro Fiched Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CIITA PSI program. Due to the temporary nature of the CIITA program, CIITA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CIITA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following: Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CEIA Complaint Resolution Procedure

The CEIA Complaint Procedure is included in this handbook and can be used by either participants, agencies with contracts with CEIA, or any other party who wants to complain.

In cases of CEIA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CEIA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CEIA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

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1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or ^{Micro Fished} subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, sub-grantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working days following the informal conference. Such notice shall include the procedure for appeal.

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member. Micro Fiched
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
- (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries. Micro Fiched

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation. Micro Fiched
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing. Micro Fiched
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups found within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Donald P. Rice, City Manager
Authorized Signature

3-28-79
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No.

79-116

Grantor (PRIME SPONSOR)

COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Legal Aid Society of Sacramento

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Legal Aid Society of Sacramento hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

Legal Aid Society of Sacramento

APR 11 1979

Address

1235 H Street

PETER McNAMEE, Clerk

By Betsy A. Marchand
DEPUTY

City

Sacramento, CA 95814

Phone

444-6760

Micro Fiched

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is \$10,407.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Donald A. Griesmann

Name and Title

3/31/79
DateBetsy A. Marchand

Name and Title

Date

BETSY A. MARCHAND

MAR 28 1979

Chairman, Board of Supervisors

County of Yolo, State of California

Donald A. Griesmann, Executive Director

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 30th day of March,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Legal Aid
6 Society of Sacramento hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

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- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
Micro Fiched
- (f) Making maximum efforts to achieve the provisions of the plan.

2. The Legal Aid Society of Sacramento is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Budget Summary
- (f) Special Conditions
- (g) Program Operations Handbook
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin March 30, 1979,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

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12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 10,407, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee ^{Micro Fiched}
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

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- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

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12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT. Micro Fiched
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

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10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

- 5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any ^{Micro Fiched}
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

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- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

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8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

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The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

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This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated. Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 79-116.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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LEGAL AID SOCIETY OF SACRAMENTO
COUNTY, INC.

(Legal Name of SUBGRANTEE)

Donald A. Griesmann
(Signature of Authorized Officer)

March 31 19 79
Donald A. Griesmann, Executive Director
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them. Micro Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees. Micro Fiched

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

LEGAL AID SOCIETY OF SACRAMENTO
COUNTY, INC.

(Legal Name of Subgrantee)

3/31 19 79

Donald A. Griesmann Micro Fiched
(Signature of Authorized Officer)

Donald A. Griesmann, Executive Director
(Title of Authorized Officer)

POSITION LISTING

TITLE VI

LEGAL AID SOCIETY OF SACRAMENTO

	<u>POSITION</u>	<u>SALARY</u> <u>3-30-79 to 9-30-79</u>	<u>BENEFITS</u> <u>to 9-30-79</u>	<u>TOTAL</u>
One	Legal Stenographer	\$ 4,789	327	5,116
One	Graduate Legal Assistant	<u>4,837</u>	<u>454</u>	<u>5,291</u>
	TOTAL	\$ 9,626	\$ 781	\$10,407

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YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLEVI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

Legal Aid Society of Sacramento

Phone _____ Contract No. _____

1235 H Street

Period: From _____ To _____

Sacramento, CA 95814

Program Name _____

Micro Fished

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			81					81
APR.			1,721					1,721
MAY			1,721					1,721
JUNE			1,721					1,721
JULY			1,721					1,721
AUG.			1,721					1,721
SEPT.			1,721					1,721
TOTAL			10,407					10,407

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			74	7			81
APR.			1,592	129			1,721
MAY			1,592	129			1,721
JUNE			1,592	129			1,721
JULY			1,592	129			1,721
AUG.			1,592	129			1,721
SEPT.			1,592	129			1,721
TOTAL			9,626	781			10,407

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Donald A. Griesmann, Executive Director
Name and Title of Authorized Official

Jack A. Boyer
Accountant

3-27-79

Date

Donald A. Griesmann
Signature

3/31/79
Date

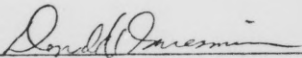
Shirley L. Smith
Principal Administrative Analyst

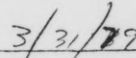
3-27-79
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. Micro Fiched
SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.


SUBGRANTEE Authorized Signature and Title


Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations. Micro Fished
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. **Micro Fiched** Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond. Micro Fished
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In case where the complainant is participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member. Micro Fished
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

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- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the Micro Fished party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Ronald A. Sweeney
Authorized Signature

3/2/77
Date

COUNTY OF YOLO

Book

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 79-117

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Yuba College - Woodland Center

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yuba College - Woodland Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Public Service Employment
Program

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Yuba College - Woodland Center
Address

635 California Street
City

Phone

Woodland, CA 95695
Program Director

666-4454

Robert J. Carey

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is \$6,882.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title Date

Robert J. Carey
Assistant Supt. for Business Services

Name and Title Date

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 30th day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yuba College - Woodland Center hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

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1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The Yuba College - Woodland Center is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Budget Summary Page
- (f) Special Conditions
- (g) Program Operations Handbook
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin March 30, 1979,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

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12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

- 16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 6,882, as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:
- 21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.
- 26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his ^{Micro Fished} designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.
- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.
- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

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13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all

17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-

20 current to perform this contract, and (b) all other

21 matters covered by this SUBGRANT for which the mainten-

22 ance and retention of records is required by law,

23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department

25 of Labor, including but not limited to 29 CFR & 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

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11 (e) Documentation of Cost

12 All cost shall be supported by ,properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

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10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fished
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

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12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence ~~Micro Fished~~
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fished

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

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SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 79-117.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

19
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c) (3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(E)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors Micro Fished
County of Yolo, State of California

(Title of Authorized Officer)

(Legal Name of Subgrantee,

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

10 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

Yuba College - Woodland Center

Phone _____

Contract No. _____

635 California Street

Period: From _____

To _____

Woodland, CA 95695

Program Name _____

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			54					54
APR.			1,138					1,138
MAY			1,138					1,138
JUNE			1,138					1,138
JULY			1,138					1,138
AUG.			1,138					1,138
SEPT.			1,138					1,138
TOTAL			6,882					6,882

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			39	15			54
APR.			833	305			1,138
MAY			833	305			1,138
JUNE			833	305			1,138
JULY			833	305			1,138
AUG.			833	305			1,138
SEPT.			833	305			1,138
TOTAL			5,037	1,845			6,882

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Accountant _____

Date _____

Signature _____

Date _____

Principal Administrative Analyst _____

Date _____

POSITION LISTING
TITLE VI
YUBA COLLEGE - WOODLAND CENTER

	<u>POSITION</u>	<u>SALARY</u> 3-30-79 to	<u>BENEFITS</u> 9-30-79	<u>TOTAL</u>
One	Instructional Assistant I/II	<u>\$5,037</u>	<u>\$1,845</u>	<u>\$6,882</u>

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SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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SUBGRANTEE Authorized Signature and Title

Date

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CETA TITLE IID AND
TITLE VI PROGRAM
OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations. Micro Filmed
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CEIA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CEIA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CEIA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CEIA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CEIA PSE program. Due to the temporary nature of the CEIA program, CEIA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CEIA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

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1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

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C. Complaint Resolution Procedure.

1. Filing of Complaint
 - a. Complaints shall be filed with the filing officer designated by the agency.
 - b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
 - c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, sub-grantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

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4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.
 - (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation. Micro Fiched
 - (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
 - (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
 - (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
 - (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
 - (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCEA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCEA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCEA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Authorized Signature

Date

BK.

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 79-118

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Davis Joint Unified School District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Davis Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Davis Joint Unified School District
Address

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23 Russell Boulevard

FILED

City

Phone

Davis, CA 95616

MAY 8 - 1979

765-0301

Program Director

PETER MCNAMEE, Clerk

By

Betsy Marchand

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979

The term of the SUBGRANT shall end on September 30, 1979

The total amount of the SUBGRANT is \$6,338

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Daniel L. Predovich
Superintendent

4/30/79

Name and Title

Date

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

MAR 28 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 30th day of March,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Davis Joint
6 Unified School District hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

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- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
15 (a) Compliance with plans and assurances.
16 (b) Compliance with Part 98 of the Regulations.
17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The Davis Joint Unified School District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) CETA Operating Budget
- (e) Position Listing
- (f) Special Conditions
- (g) Program Operations Handbook
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

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The term of this SUBGRANT shall begin March 30, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ 6,338, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. ^{Micro Fiched}

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

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13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,
18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

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10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

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11 (e) Documentation of Cost

12 All cost shall be supported by ,properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

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- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any *Micro Fiched*
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

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- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fished

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiches
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

9 21. Waiver

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10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

12 (a) The term "member of the immediate family" includes: ^{Micro Fiched} wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

Micro Fiched

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

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SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 79-118.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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(Legal Name of SUBGRANTEE)

Donith H. Celak *DL*
(Signature of Authorized Officer)

April 16 19 79

District Superintendent
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

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3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required; ,

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (2)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

(Legal Name of Subgrantee,

Donald W. Buehler
(Signature of Authorized Officer)

April 16 19 79

District Superintendent
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

10 First Street, Woodland, CA 956

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Davis Joint Unified School District

Contact Person _____

Phone _____

Contract No. _____

23 Russell Boulevard

Period: From _____

To _____

Davis, CA 95616

Program Name _____

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			56					56
MAY			1,047					1,047
JUNE			1,047					1,047
JULY			1,047					1,047
AUG.			1,047					1,047
SEPT.			1,047					1,047
TOTAL			6,338					6,338

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			40	16			56
MAY			822	225			1,047
JUNE			822	225			1,047
JULY			822	225			1,047
AUG.			822	225			1,047
SEPT.			822	225			1,047
TOTAL			4,972	1,366			6,338

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Daniel L. Predovich District Superintendent

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

3-27-79

Date

Signature

Date

Principal Administrative Analyst

3-27-79

Date

POSITION LISTING
TITLE VI
DAVIS JOINT UNIFIED SCHOOL DISTRICT

	<u>POSITION</u>	<u>SALARY</u> 3-30-79 to	<u>BENEFITS</u> 9-30-79	<u>TOTAL</u>
One	Delivery Person	<u>\$4,972</u>	<u>\$1,366</u>	<u>\$6,338</u>

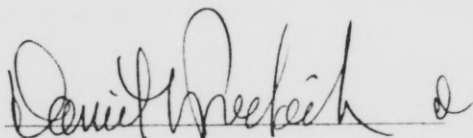
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SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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SUBGRANTEE Authorized Signature and Title

April 16, 1979

Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations. Micro Fished
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: *Micro Figh* the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

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Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

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1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

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C. Complaint Resolution Procedure.

1. Filing of Complaint
 - a. Complaints shall be filed with the filing officer designated by the agency.
 - b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
 - c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be *Micro Fiched* filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations. Micro Fished
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

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k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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l. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Xopenth Fui
Authorized Signature

April 27, 1979
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 79-119Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Yolo County Superintendents of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendents of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

APR 11 1979

Yolo County Superintendent of Schools

PETER McNAMEE, Clerk

Address

By Rickie Mayhew Micro Fiched
DEPUTY

175 Walnut Street

City

Phone

Woodland, CA 95695

666-8424

Program Director

Jack J. Potter

Contact Person: Maria Aetes de Medina

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 30, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is 24,842.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Jack J. Potter
SuperintendentBETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

MAR 28 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 30th day of March,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Yolo County
6 Superintendent of Schools hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

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8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

1 occupational development or upward mobility of every
2 participant (Secs. 101 and 703 (9)).

3 (e) Advising all participants of their rights and responsi-
4 bilities prior to entering the program and granting the
5 opportunity for an informal hearing as provided in §98.26;
6 and

7 (f) Making maximum efforts to achieve the provisions of the
8 plan.

9 2. The Yolo County Superintendent of Schools Micro Fiched is by virtue
10 of this agreement a SUBGRANTEE of County under CETA, within
11 the jurisdiction of County, and desires to operate a program
12 strictly in accordance with that statute and this SUBGRANT.

13 Agreements

14 1. Subgrant

15 This SUBGRANT sets forth the terms and conditions of a SUBGRANT
16 between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists
17 of the following:

- 18 (a) This SUBGRANT.
19 (b) Signature Sheet.
20 (c) Assurances and Certification.
21 (d) Position Listing
22 (e) Budget Summary
23 (f) Special Conditions
24 (g) Program Operations Handbook
25 (h)
26 (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin March 30, 1979,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

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13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 24,842, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. Micro Fiched

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

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13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,
18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT. Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by ,properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

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7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fished

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fished
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

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12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

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7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

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The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

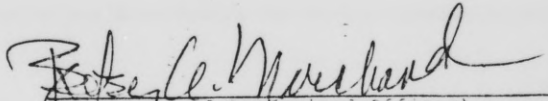
This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 79-119.

COUNTY OF YOLO, PRIME SPONSOR


(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Micro Fiched


(Signature of Authorized Officer)

April 2 19 79 County Superintendent of Schools
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

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j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)). Micro Fished

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

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6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

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14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Micro Fiched

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of Subgrantee)

April 2 19 79

Sam J. Peltz
(Signature of Authorized Officer)

Micro Fiched

County Superintendent of Schools
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

90 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

Yolo County Superintendent of Schools

Phone _____

Contract No. _____

175 Walnut Street

Period: From _____

To _____

Woodland, CA 95695

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			176					
APR.			4,111					176
MAY			4,111					4,111
JUNE			4,111					4,111
JULY			4,111					4,111
AUG.			4,111					4,111
SEPT.			4,111					4,111
TOTAL			24,842					24,842

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			136	40			
APR.			3,146	965			176
MAY			3,146	965			4,111
JUNE			3,146	965			4,111
JULY			3,146	965			4,111
AUG.			3,146	965			4,111
SEPT.			3,146	965			4,111
TOTAL			19,012	5,830			24,842

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

3-27-79
Date

Signature

Date

Principal Administrative Analyst

Date

YC/108 (10-78)

POSITION LISTING
TITLE VI
YOLO COUNTY SUPERINTENDENT OF SCHOOLS

<u>POSITION</u>		<u>SALARY</u> 3-30-79	<u>BENEFITS</u> to 9-30-79	<u>TOTAL</u>
Three	Outreach Worker	\$13,974	\$4,200	\$18,174
<u>One</u>	Program Clerk	<u>5,038</u>	<u>1,630</u>	<u>6,668</u>
Four	Total	<u>\$19,012</u>	<u>\$5,830</u>	<u>\$24,842</u>

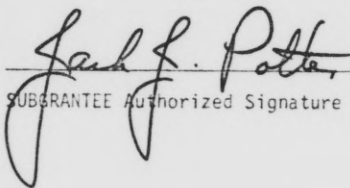
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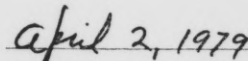
SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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SUBGRANTEE Authorized Signature and Title


Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices. Micro Fiched
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends. Micro Fiched
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County ^{Micro Fiched} Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and *Micro Fiched* time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
 2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
 3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
 4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
 5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
 6. Party: includes both complainant and respondent.
 7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.
- Micro Fiched

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure. Micro Filled
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

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- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first. Micro Fiched
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

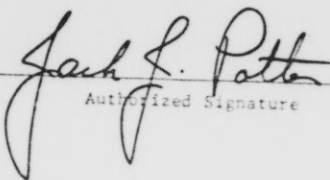
Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

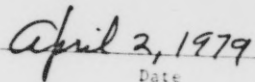
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Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Authorized Signature


Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK. AGREEMENT # 79-120

REQUEST FOR PROGRAM MODIFICATION

City of Woodland

DATE

March 13, 1979

Title: II

Modification Number

Contract Number

Program: Public Service Employment

First (1)

78-399

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 2,414☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The intent of this modification is to provide increased funding under contract No. 78-399 through March 31, 1979 to cover additional positions authorized by the Board of Supervisors.

FILED

APR 11 1979

PETER McNAMEE, Clerk

By

Debra Thompson
DEPUTY

Micro Fished

MODIFICATION

The attached position listing and operating budget supersede those currently in the contract. This modification provides funding for the following additional three (3) positions:

- 1-Parks Maintenance Worker
- 1-Dispatcher Clerk
- 1-Account Clerk I

\$23,477

New grand total and fixed price

Debra Thompson 4/5/79
Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Staff recommends approval of this modification.

Recommendation of the MAPC

N/A

Debra Thompson☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marchant MAR 28 1979
Signature of Authorized Officer Date

MAR 13 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

100 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ XX REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

City of Woodland _____

Phone _____

Contract No. _____

Period: From _____

To _____

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			\$ 6,827					\$ 6,827
FEB.			6,847					6,847
MAR.			9,803					9,803
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			\$ 23,477					\$ 23,477

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MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			\$ 5,260	\$ 1,567			\$ 6,827
FEB.			5,260	1,587			6,847
MAR.			7,581	2,222			9,803
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			\$ 18,101	\$ 5,376			\$23,477

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

THOMAS A. PETERSON
CITY MANAGER

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

2-22-79
Date

Signature

4/5/79
Date

Principal Administrative Analyst

2-27-79
Date

POSITION LISTING

Title II

City of Woodland

<u>POSITION</u>	<u>SALARY</u> <u>1-1-79 to 3-31-79</u>	<u>BENEFITS</u> <u>1-1-79 to 3-31-79</u>	<u>TOTAL</u>
1 - Account Clerk	\$ 400	\$ 101	\$ 501
1 - Dispatcher Clerk	656	190	846
2 - Maintenance Worker	4,478	1,322	5,800
5 - Parks Maintenance Worker	12,222	3,665	15,887

	<u>3-13-79 to 3-31-79</u>		
1 - Account Clerk	\$ 345	\$ 98	\$ 443
	<u>\$18,101</u>	<u>\$5,376</u>	<u>\$23,477</u>

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YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT # 79-121

REQUEST FOR PROGRAM MODIFICATION

City of Woodland

DATE

March 22, 1979

Title: II

Modification Number

Contract Number

Program: Public Service Employment

Second (2)

78-399

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 42,900☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

This modification request has four purposes:

1. To transfer selected positions currently authorized under Title II to Title VI, effective March 30, 1979.
2. To extend the length of the contract for those positions left in Title II through September 30, 1979.
3. To add certain Special Conditions, as developed by County Counsel, to the assurances of the contract.
4. To add a Program Operations Handbook to the contract terms.

FILED

Micro Fiched
APR 11 1979

MODIFICATION

PETER McNAMEE, Clerk

By Peter McNamee
DEPUTY

This modification will:

1. Delete 2 Parks Maintenance Workers from contract Number 78-399, effective March 30, 1979.
2. Extend the contract term on the remaining positions through the end of the CETA fiscal year, September 30, 1979.
3. Add Special Conditions and the Program Operations Handbook for subgrantee signature.

\$66,377

New grand total and fixed price

Signature of program operator Date 4/5/79

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Staff has prepared a Title VI contract to cover the 2 positions being deleted above.

Recommendation of the MAPC

N/A

☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied
☐ Request for modification approved pursuant to the authority of the Governing Board.
 Except as hereby modified, all terms and conditions of said contract remain unchanged
 and in full force and effect.

Signature of Authorized Officer Date

MAR 30 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET☐ ORIGINAL ☒ XX REVISION NO. _____

DATE _____

Subgrantee Name and Address:

City of Woodland

Contact Person _____

Phone _____

Contract No. _____

Period: From _____

To _____

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			\$ 7,150					\$ 7,150
MAY			7,150					7,150
JUNE			7,150					7,150
JULY			7,150					7,150
AUG.			7,150					7,150
SEPT.			7,150					7,150
TOTAL			\$ 42,900					\$ 42,900

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MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			\$ 5,704	\$ 1,446			\$ 7,150
MAY			5,704	1,446			7,150
JUNE			5,704	1,446			7,150
JULY			5,704	1,446			7,150
AUG.			5,704	1,446			7,150
SEPT.			5,704	1,446			7,150
TOTAL			\$ 34,224	\$ 9,776			\$ 42,900

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

THOMAS A. PETERSON
CITY MANAGER

Name and Title of Authorized Official

Thomas A. Peterson

Signature

4/5/79
Date

For CETA Approval Only:

Accountant

3-27-79
Date

Principal Administrative Analyst

3-27-79
Date

POSITION LISTING

Title II

City of Woodland

<u>POSITION</u>	<u>SALARY</u> <u>4-1-79 to 9-30-79</u>	<u>BENEFITS</u>	<u>TOTAL</u>
2 - Account Clerk	\$ 8,268	\$ 1,500	\$ 9,768
5 - Parks Maintenance Worker	22,020	6,450	28,470
<u>1 - Dispatcher Clerk</u>	<u>3,936</u>	<u>726</u>	<u>4,662</u>
8	<u>\$34,224</u>	<u>\$ 8,676</u>	<u>\$42,900</u>

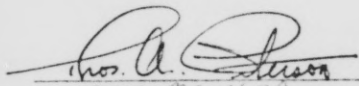
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SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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CITY MANAGER
SUBGRANTEE Authorized Signature and Title

4/5/79
Date

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCTA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor. Micro Fished
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CEIA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CEIA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CEIA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CEIA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E. Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment. Micro Fiched

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Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CITA PSE program. Due to the temporary nature of the CITA program, CITA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CITA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

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This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

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8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

E. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations. Micro Fiched

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In case where the complainant is a participant, sub-grantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

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4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYTA staff member who can answer inquiries.

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

Micro Fiched

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited. Micro Fished
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

Micro Fiched

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups found within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Josh. A. Stinson

Authorized Signature

4/5/79

Date

MODIFICATION FORM

AGREEMENT NO. 79-122

REQUEST FOR PROGRAM MODIFICATION

DATE

Bryte Fire Protection District

March 23, 1979

Title: II-D

Modification Number

Contract Number

Program: Public Service Employment

001

78-397

Changes herein will have the following effect on federal government funds in this contract

☒ Unchanged
 ☐ Increased by \$ _____
 ☐ Decreased by \$ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general effect of this modification is to terminate contract number 78-397 on March 29, 1979, in order to properly facilitate the transfer of two (2) firefighter trainees to Title VI, effective March 30, 1979.

FILED

APR - 3 1979

PETER McNAMEE, Clerk

By

Rickie McNamee

DEPUTY

MODIFICATION

Micro Fiched

Termination of contract number 78-397 and creation of new contract under Title VI for the two positions.

N/A

New grand total and fixed price

Signature of program operator *Chief Richardson* 3/23/79 Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

A new Title VI contract has been developed to accomodate this Title transfer.

Recommendation of the MAPC

N/A

L. J. Clark☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied
☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy C. Marsh MAR 28 1979
 Signature of Authorized Officer Date

MAR 30 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95675

CETA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. _____DATE March 23, 1979

Subgrantee Name and Address:

Bryte Fire Protection District1515 Lisbon StreetBryte, CA 95605

Contact Person _____

Phone 371-1106

Contract No. _____

Period: From 1-1-79 To 3-29-79Program Name P.S.E. Title II-D

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			1,924					1,924
FEB.			1,924					1,924
MAR.			1,924					1,924
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			5,772					5,772

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			1,600	324			1,924
FEB.			1,600	324			1,924
MAR.			1,600	324			1,924
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			4,800	972			5,772

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

3-27-79
Date

Signature

Date

Principal Administrative Analyst

Date

POSITION LISTING
TITLE II-D
BRYTE FIRE PROTECTION DISTRICT

	<u>POSITION</u>	<u>SALARY</u> 1-1-79 to	<u>BENEFITS</u> 3-29-79	<u>TOTAL</u>
Two	Firefighter Trainee	\$ <u>4,800</u>	\$ <u>972</u>	\$ <u>5,772</u>

Micro Fiched

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

AGREEMENT #79-123

DATE
March 23, 1979

Title: IID

Modification Number

Contract Number

Program: City of Davis

001

78-398

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged
 ☐ Increased by \$ _____
 ☒ Decreased by \$1,200

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The intent of this modification is to add positions through March 31, 1979 as approved by the Board of Supervisors. Funding is decreased overall due to late enrollment into existing positions.

FILED

APR 11 1979

Micro Fished

 PETER McNAMEE, Clerk
 By *[Signature]*
 DEPUTY

MODIFICATION

The attached position listing and operating budget supersede those currently in the contract.

\$20,022

New grand total and fixed price

[Signature] MAR 30 1979
 Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve
 ☐ Disapprove

 Recommendation of the MAPC Not Applicable *[Signature]* ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

- ☐ Request for modification denied
- ☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

[Signature] MAR 28 1979
 Signature of Authorized Officer Date

 MAR 18 1979
 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

100 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

City of Davis _____

Phone _____

Contract No. _____

226 F Street _____

Period: From _____

To _____

Davis, CA 95616 _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			5,625					5,625
FEB.			5,785					5,785
MAR.			8,612					8,612
APR.			8,612					8,612
MAY			8,612					8,612
JUNE			8,612					8,612
JULY			8,612					8,612
AUG.			8,612					8,612
SEPT.			8,612					8,612
TOTAL			20,022					20,022

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			4,657	958			5,625
FEB.			4,673	1,112			5,785
MAR.			6,946	1,666			8,612
APR.			6,946	1,666			8,612
MAY			6,946	1,666			8,612
JUNE			6,946	1,666			8,612
JULY			6,946	1,666			8,612
AUG.			6,946	1,666			8,612
SEPT.			6,946	1,666			8,612
TOTAL			16,276	3,746			20,022

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Edward L. Rios City Manager
Name and Title of Authorized Official

Edward L. Rios 3-30-79
Signature Date

For CETA Approval Only:

Jack G. Rios 3-30-79
Accountant Date

Edward L. Rios 3-27-79
Principal Administrative Analyst Date

POSITION LISTING

TITLE IID

CITY OF DAVIS

	<u>POSITION</u>	<u>SALARY</u> <u>1-01-79 to 3-31-79</u>	<u>BENEFITS</u> <u>1-01-79 to 3-31-79</u>	<u>TOTAL</u>
Two	Custodian	\$ 2,976	\$ 720	\$ 3,696
One	Personnel Assistant	2,298	546	2,844
One	Planner I	2,298	546	2,844
One	Planning Technician	2,298	546	2,844
One	Police Officer Trainee	2,298	546	2,844
Three	Typist Clerk I	3,754	744	4,498
		<u>3-13-79 to 3-31-79</u>		Micro Fished
One	Parking Enforcement Officer Trainee	<u>354</u>	<u>98</u>	<u>452</u>
	TOTAL	\$ 16,276	\$ 3,746	\$ 20,022

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

City of Davis

AGREEMENT NO. 79-124

DATE

March 23, 1979

Title: IID

Modification Number

Contract Number

Program: Public Service Employment

Second (2)

78-398

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged
 ☒ Increased by \$ 31,632
 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

This modification request has four purposes:

Micro Fiched

- 1) to transfer selected positions currently authorized under Title II to Title VI, effective March 30, 1979;
- 2) to extend the length of the contract for those positions left in Title II through September 30, 1979;
- 3) to add certain SPECIAL CONDITIONS, as developed by County Council, to the assurances of the contract; and
- 4) to add a PROGRAM OPERATIONS HANDBOOK to the contract terms.

MODIFICATION

This modification will: 1) delete the positions of Personnel Assistant (1), Planner I (1), Planning Technician (1), and Police Officer Trainee (1) from contract number 78-398, effective March 29, 1979; 2) extend the contract term on the remaining positions through the end of the CETA fiscal year, September 30, 1979; and 3) add SPECIAL CONDITIONS and a PROGRAM OPERATIONS HANDBOOK for subgrantees' signature.

FILED

APR 11 1979

\$51,654

PETER MCNAMEE, Clerk

MAR 30 1979

New grand total and fixed price \$51,654 By Rosie M. M. M. Signature of program operator Date

DEPUTY

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Staff has prepared a Title VI contract to cover the four (4) positions being transferred above.

Recommendation of the MAPC

N/A

L. J. Cloutier

☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied
☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marshland MAR 28 1979
 Signature of Authorized Officer Date

 MAR 29 1979
 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

100 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

City of Davis _____

Phone _____

Contract No. _____

226 F Street _____

Period: From _____

To _____

Davis, CA 95616 _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			5,272					5,272
MAY			5,272					5,272
JUNE			5,272					5,272
JULY			5,272					5,272
AUG.			5,272					5,272
SEPT.			5,272					5,272
TOTAL			31,623					31,632

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			4,224	1,048			5,272
MAY			4,224	1,048			5,272
JUNE			4,224	1,048			5,272
JULY			4,224	1,048			5,272
AUG.			4,224	1,048			5,272
SEPT.			4,224	1,048			5,272
TOTAL			25,344	6,288			31,632

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Howard L. Rose, City Manager
Name and Title of Authorized Official

Howard L. Rose 3-70-79
Signature Date

For CETA Approval Only:

Jack A. Boyer 3-27-79
Accountant Date

Howard L. Rose 3-27-79
Principal Administrative Analyst Date

POSITION LISTING
TITLE IID
CITY OF DAVIS

Micro Fiched

<u>POSITION</u>	<u>SALARY</u> 4-01-79 to	<u>BENEFITS</u> 9-30-79	<u>TOTAL</u>
Two Custodians	\$ 8,928	\$2,256	\$11,184
Three Typist Clerk	12,168	2,880	15,048
<u>One</u> Parking Enforcement Officer Trainee	<u>4,248</u>	<u>1,152</u>	<u>5,400</u>
Six Total	<u>\$25,344</u>	<u>\$6,288</u>	<u>\$31,632</u>

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

Micro Fiched

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Edward P. Rees, City Manager

SUBGRANTEE Authorized Signature and Title

3-30-79

Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSI positions should be directed to the Yolo County Employment and Training Administration. CETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices. Micro Fiched
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment. Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following: Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

Micro Fiched

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

6. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond. Micro Fiched
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries. Micro Fiched

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation. Micro Fiched
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

Micro Fiched

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Howard Allen

Authorized Signature

3-30-79

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK. AGREEMENT #79-125

REQUEST FOR PROGRAM MODIFICATION

Legal Aid Society of Sacramento

DATE

March 23, 1979

Title: II

Modification Number

Contract Number

Program: Public Service Employment

First (1)

78-404

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ y

Increased by \$1,187

☐

Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The purpose of this modification is to add one (1) newly authorized position to the existing contract, as authorized by the Yolo County Board of Supervisors, and to add one previously authorized position which was not included in the existing contract.

FILED

APR 11 1979

PETER MCNAMEE, Clerk

By

Debra M. Thompson
DEPUTY

MODIFICATION

The attached position listing and operating budget supercede those currently in the contract.

The modification adds the following two positions to the contract funding allocation:

One (1) Para-Legal Trainee; One (1) Graduate Legal Assistant

\$3,722

New grand total and fixed price

Donald H. Greenman 3/23/79
Signature of program operator Date

Recommendation and/or comments by staff:

☒ X

Approve

☐

Disapprove

Staff recommends approval of this modification

Recommendation of the MAPC

N/A

L. E. Olson☐

Approve

☐

Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐

Request for modification denied

☐

Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marshland
Signature of Authorized OfficerMAR 28 1979
Date

MAR 13 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

100 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

Legal Aid Society of Sacramento

Phone _____

Contract No. _____

Period: From _____

To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			845					845
FEB.			845					845
MAR.			2,032					2,032
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			3,722					3,722

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			792	53			845
FEB.			792	53			845
MAR.			1,871	161			2,032
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			3,455	267			3,722

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Donald A. Griesmann, Executive Director

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

3-27-79

Date

Signature

Date

Principal Administrative Analyst

Date

POSITION LISTING
TITLE II-D

LEGAL AID SOCIETY OF SACRAMENTO

<u>POSITION</u>		<u>SALARY</u> <u>1-1-79 to 3-31-79</u>	<u>BENEFITS</u> <u>1-1-79 to 3-31-79</u>	<u>TOTAL</u>
One	Legal Stenographer	\$ 2,376	165	2,541
One	Para-Legal Trainee	679	47	726
		<u>3-13-79 to 3-31-79</u>	Micro Filled	
One	Graduate Legal Assistant	400	55	455
		<u> </u>	<u> </u>	<u> </u>
	TOTAL	\$ <u>3,455</u>	\$ <u>267</u>	\$ <u>3,722</u>

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT # 79-126

REQUEST FOR PROGRAM MODIFICATION

Legal Aid Society of Sacramento

DATE

March 23, 1979

Title: II-D

Modification Number

Contract Number

Program: Public Service Employment

Second (2)

78-404

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 4,356☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

This modification request has four purposes:

Micro Fiched

1. to transfer selected positions currently authorized positions under Title II to Title VI, effective March 30, 1979;
2. to extend the length of the contract for those positons left in Title II through September 30, 1979;
3. to add certain Special Conditions, as developed by County Counsel to the assurances of the contract; and
4. to add a Program Operations Handbook to the contract terms.

MODIFICATION

This modification will: 1) delete the positions of one (1) Legal Stenographer and one (1) Graduate Legal Assistant, to be transferred to Title VI; 2) extend the contract for the remaining position of one (1) Para-Legal Trainee through September 30, 1979; and add Special Conditions and a Program Operations Handbook for subgrantee signature.

FILED

\$8,078

APR 11 1979

New grand total and fixed price

Signature of program operator Date

PETER MCNAMEE, Clerk

Recommendation and/or comments by staff: *Lucie Mayala*

DEPUTY

☒ Approve☐ Disapprove

Staff has prepared a Title VI Contract for the positions transferred above.

Recommendation of the MAPC N/A

☐ Approve☐ Disapprove

ACTION OF THE YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

B. C. Marchand MAR 28 1979
Signature of Authorized Officer Date

MAR 30 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

1 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET☐ ORIGINAL ☒ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person: _____

Legal Aid Society of Sacramento

Phone: _____

Contract No. _____

Period: From _____

To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			726					726
APR.			726					726
MAY			726					726
JUNE			726					726
JULY			726					726
AUG.			726					726
SEPT.			726					726
TOTAL			4,356					4,356

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			679	47			726
APR.			679	47			726
MAY			679	47			726
JUNE			679	47			726
JULY			679	47			726
AUG.			679	47			726
SEPT.			679	47			726
TOTAL			4074	282			4,356

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Donald A. Griesmann, Executive Director

Name and Title of Authorized Official

Signature _____ Date 3/31/79

For CETA Approval Only:

Accountant

Signature _____ Date 3-27-79

Principal Administrative Analyst

Date

POSITION LISTING

TITLE II-D

LEGAL AID SOCIETY OF SACRAMENTO

<u>POSITION</u>	<u>SALARY</u> <u>4-1-79 to 9-30-79</u>	<u>BENEFITS</u>	<u>TOTAL</u>
One Para-Legal Trainee	\$4,074	\$ 282	\$ 4,356

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Donald L. Ince Executive Director 3/31/79
SUBGRANTEE Authorized Signature and Title Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
 2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
- Micro Fiched
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
 4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
 5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
 6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall
[] notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Filled

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA Micro Filled funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CEIA PSE program. Due to the temporary nature of the CEIA program, CEIA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CEIA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

Micro Fiched

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fiched

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

Micro Fiched

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure. Micro Fiched
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member. Micro Fiched
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries. Micro Fiched

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first. Micro Fiched
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

Micro Fiched

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Donald D. Duesman

Authorized Signature

3/31/79

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION
Sacramento Children's Home

AGREEMENT NO. 79-127

DATE
March 23, 1979

Title: II

Modification Number

Contract Number

Program: Public Service Employment

First (1)

78-405

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 3,924 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of this contract is three-fold:

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- 1) to extend the length of the contract for the one (1) Child Care Worker through the end of the fiscal CETA year, September 30, 1979;
- 2) to add certain SPECIAL CONDITIONS, as developed by County Counsel, to the assurances of the contract; and
- 3) to add a PROGRAM OPERATIONS HANDBOOK to the contract terms.

FILED

APR - 6 1979

PETER McNAMEE, Clerk

By Eddie Miyahara
DEPUTY

MODIFICATION

Specifically, this contract will extend the existing contract through September 30, 1979 and add the SPECIAL CONDITIONS and PROGRAM OPERATIONS HANDBOOK for the subgrantee's signature.

\$5,886

New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Staff recommends approval of this modification.

Recommendation of the MAPC

Not Applicable 2/2/79☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.Baby C. Marchand MAR 28 1979

Signature of Authorized Officer Date

MAR 28 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Contact Person _____

Sacramento Children's Home

Phone _____

Contract No. _____

2750 Sutterville Road

Period: From _____

To _____

Sacramento, CA 95820

Program Name _____

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			654					654
MAY			654					654
JUNE			654					654
JULY			654					654
AUG.			654					654
SEPT.			654					654
TOTAL			3,924					3,924

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			600	54			654
MAY			600	54			654
JUNE			600	54			654
JULY			600	54			654
AUG.			600	54			654
SEPT.			600	54			654
TOTAL			3,600	324			3,924

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Eric Hill
 Name and Title of Authorized Official _____

For CETA Approval Only:

David A. Boyer 3-27-79
 Accountant Date

Signature _____ Date _____

Louise L. Martin 3-27-79
 Principal Administrative Analyst Date

POSITION LISTING
TITLE IID
SACRAMENTO CHILDREN'S HOME

<u>POSITION</u>	<u>SALARY</u> <u>4-01-79 to 9-30-79</u>	<u>BENEFITS</u>	<u>TOTAL</u>
One Child Care Worker Trainee	<u>\$3,600</u>	<u>\$324</u>	<u>\$3,924</u>

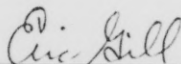
Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched



SUBGRANTEE Authorized Signature and Title

Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

Micro Fiched

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fiched

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment. Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or Micro Fished subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working days following the informal conference. Such notice shall include the procedure for appeal.

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be ^{Micro Fiched} filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
- (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries. Micro Fiched

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

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k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations. Micro Fiched
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

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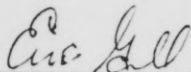
Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Micro Fiched

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched



Authorized Signature

Date

YOLD COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

DATE

AGREEMENT # 79-128

March 30, 1979

Title: VI

Modification Number

Contract Number

Program: West Plainfield Fire Protection District

001

78-415

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 24,731☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The current contract expires March 31, 1979. One intent is to extend the term of the contract. In addition, Special Conditions are added to hold the subgrantee to the new provisions of the CETA Amendments of 1978. Positions are increased to accommodate one Firefighter Trainee transferring in from Title IID effective March 30, 1979.

FILED

MAY 14 1979

PETER McNAMEE, Clerk

Micro Fiched

By

Pete McNamee
DEPUTY

MODIFICATION

1. The term of the contract is extended and runs from January 1, 1979 to September 30, 1979.
2. The attached position listing and budget are added to the contract.
3. The attached Special Conditions are added to the contract.
4. The attached Program Operations Handbook is added to the contract.

\$28,304

New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC

N/A

☐ Approve☐ Disapprove

ACTION OF THE YOLD COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer Date

MAR 30 1979
Effective date of modification

POSITION LISTING

Title VI

West Plainfield Fire

<u>POSITION</u>	<u>SALARY</u>		<u>BENEFITS</u>	<u>TOTAL</u>
	3-30-79 to 3-31-79			
One Fireman Trainee	\$	35	12	47
	4-01-79 to 9-30-79			
Four Fireman Trainee		<u>18,900</u>	<u>5,784</u>	<u>24,684</u>
TOTAL	\$	18,935	\$ 5,796	\$ 24,731

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YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95670

CETA TITLE VI OPERATING BUDGET☐ ORIGINAL ☒ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

West Plainfield Fire

Contact Person _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			\$ 47					\$ 47
APR.			4,114					4,114
MAY			4,114					4,114
JUNE			4,114					4,114
JULY			4,114					4,114
AUG.			4,114					4,114
SEPT.			4,114					4,114
TOTAL			\$24,731					\$24,731

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			\$ 35	\$ 12			\$ 47
APR.			3,150	964			4,114
MAY			3,150	964			4,114
JUNE			3,150	964			4,114
JULY			3,150	964			4,114
AUG.			3,150	964			4,114
SEPT.			3,150	964			4,114
TOTAL			\$18,935	\$ 5,796			\$24,731

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

Date

Signature

Date

Principal Administrative Analyst

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Robert H. W. Anderson
SUBGRANTEE Authorized Signature and Title

4-28-79
Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations. Micro Fished
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
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7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Micro Fiched

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA Micro Filled funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following: Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

* This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond. Micro Fiches
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint
 - a. Complaints shall be filed with the filing officer designated by the agency.
 - b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
 - c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, sub-grantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be Micro Fiched filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation. Micro Fiches
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

Date

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Percy H. Wilberding

Authorized Signature

4-28-79

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT 9-129

REQUEST FOR PROGRAM MODIFICATION

DATE

March 22, 1979

KVIE Channel 6

Title: II

Modification Number

Contract Number

Program: Public Service Employment

First (-1)

78-403

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 9,821☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

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This modification request has four purposes:

1. To provide additional funding for the new position authorized by the Board of Supervisors.
2. To extend the length of the contract through the end of the CETA fiscal year.
3. To add certain Special Conditions, as developed by the County Counsel, to the assurances of the contract.
4. To add a Program Operations Handbook to the contract terms.

FILED

MAY 22 1979

PETER McNAMEE, Clerk

By

Peter McNamee

DEPUTY

MODIFICATION

1. The attached position listing and operating budget supersedes those currently in the contract.
2. Specially, this contract modification adds 1 additional Production Crew member effective March 1, making a total of 2 positions authorized and funded.
3. Extends the contract to September 31, 1979.
4. Adds Special Conditions and Program Operations Handbook for subgrantee signature.

\$11,774

New grand total and fixed price

Signature of program operator

Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Staff recommends approval of this modification.

Recommendation of the MAPC

N/A

☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Peter A. McNamee MAR 28 1979
Signature of Authorized Officer Date

MAR 1 - 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95

CETA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ XX REVISION NO. _____

DATE _____

Subgrantee Name and Address: _____

Contact Person _____

KVIE Channel 6 _____

Phone _____ Contract No. _____

Period: From _____ To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			\$ 651					\$ 651
FEB.			696					696
MAR.			1,559					1,559
APR.			1,478					1,478
MAY			1,478					1,478
JUNE			1,478					1,478
JULY			1,478					1,478
AUG.			1,478					1,478
SEPT.			1,478					1,478
TOTAL			\$11,774					\$11,774

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			\$ 580	\$ 71			\$ 651
FEB.			623	73			696
MAR.			1,361	198			1,559
APR.			1,318	160			1,478
MAY			1,318	160			1,478
JUNE			1,318	160			1,478
JULY			1,318	160			1,478
AUG.			1,318	160			1,478
SEPT.			1,318	160			1,478
TOTAL			\$ 10,472	\$ 1,302			\$ 11,774

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Hort Brunes

DIRECTOR OF ADMINISTRATION

Name and Title of Authorized Official

Signature _____ Date 5/11/79

For CETA Approval Only:

Accountant _____ Date 3-27-79

Principal Administrative Analyst _____ Date 3-27-79

POSITION LISTING
Title II

KVIE Channel 6

<u>POSITION</u>	<u>SALARY</u> <u>1-1-79 to 3-31-79</u>	<u>BENEFITS</u>	<u>TOTAL</u>
1 - Production Crew	\$1,840	\$ 225	\$2,065
	<u>2-27-79 to 3-31-79</u>		
1 - Production Crew	\$ 738	\$ 103	\$ 841
	<u>4-1-79 to 9-30-79</u>		
1 - Senior Production Crew	\$4,428	\$ 534	\$4,962
1 - Production Crew	<u>3,480</u>	<u>426</u>	<u>3,906</u>
	<u>\$10,486</u>	<u>\$1,288</u>	<u>\$11,774</u>

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SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

Had [Signature] DIR. OF [Title] 5/11/78
SUBGRANTEE Authorized Signature and Title Date

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

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7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the *Micro Fished* job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
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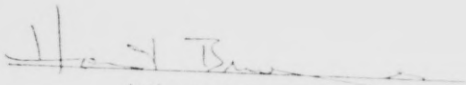
Micro Fiched

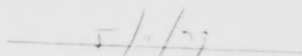
Subgrantees will be required to review the YCEIA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCEIA in attaining its affirmative action goals in the hiring of participants.

Signature Page

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As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.


Authorized Signature


Date

OK

AGREEMENT # 79-130

DATE _____

March 22, 1979

Modification Number

Contract Number

First (7)

78-410

☐ Unchanged

☒ Increased by \$ 4,128

☐ Decreased by \$ _____

GENERAL INTENT

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There are four purposes for this modification:

1. To provide Funding for positions recently authorized by the Board of Supervisors.
2. To extend the contractual length of the contract to the end of the CETA fiscal year.
3. To add Special Conditions, as developed by the County Counsel, to the assurances of the contract.
4. To add a Program Operations Handbook to the contract terms.

FILED

APR 30 1979

PETER McNAMEE, Clerk

By Rishi Maya Bana
DEPUTY

MODIFICATION

This modification will:

1. Add 1 Relief Receptionist to the contract's authorized positions.
2. Extend the duration of the contract through September 30, 1979.
3. Provide the Special Conditions and Program Operations Handbook for the subgrantee's signature.

\$5,880

New grand total and fixed price

Elizabeth Gibson 4/4/79
Signature of program operator Date

Recommendation and/or comments by staff:

☐ Approve

☐ Disapprove

Staff recommends approval of this modification.

Recommendation of the MAPC

N/A *LY Ch...*

☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged
and in full force and effect.

Signature of Authorized Officer P. J. Marshall Date MAR 28 1979

MAR 31 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95675

CETA TITLE II OPERATING BUDGET☐ ORIGINAL ☒ REVISION NO. _____

DATE _____

Subgrantee Name and Address:

Yolo Family Service Agency

Contact Person _____

Phone _____

Contract No. _____

Period: From _____

To _____

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.			\$ 688					\$ 688
MAY			688					688
JUNE			688					688
JULY			688					688
AUG.			688					688
SEPT.			688					688
TOTAL			\$ 4,128					\$4,128

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.			\$ 529	\$ 159			\$ 688
MAY			529	159			688
JUNE			529	159			688
JULY			529	159			688
AUG.			529	159			688
SEPT.			529	159			688
TOTAL			\$ 3,174	\$ 954			\$ 4,128

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Elizabeth Globus
Executive Director

Name and Title of Authorized Official

Elizabeth Globus 4/14/79
Signature Date

For CETA Approval Only:

Jack A. Boyer 2-27-79
Accountant Date

James L. McCall 2-27-79
Principal Administrative Analyst Date

POSITION LISTING
Title II

Yolo Family Service Agency

<u>POSITION</u>		<u>SALARY</u> 4-1-79 to 9-30-79	<u>BENEFITS</u>	<u>TOTAL</u>
One	Relif Receptionist	<u>\$3,174</u>	<u>\$954</u>	<u>\$4,128</u>

Micro Fiched

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fished

Elybeth Glabus
SUBGRANTEE Authorized Signature and Title

4/14/79
Date

Micro Fiched

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

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7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include. Micro Fiched
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following: *Micro Fiched*

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond. Micro Fiched
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure. Micro Fiched
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, sub-grantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member. Micro Fiched
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation. Micro Fished
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Signature Page

Micro Fiched

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Elizabeth Melus
Authorized Signature

4/14/79

Date